

Exh A

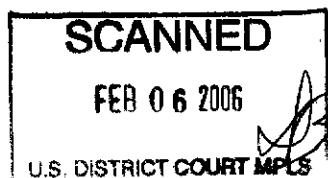
**MEMORANDUM OF UNDERSTANDING AND CONTRACT FOR SALE OF  
SHARES AND ASSETS AND INDEMNIFICATION AGREEMENT**

This document is intended to memorialize and detail the Agreement reached between Ancona Escrow, Inc. (hereinafter "Ancona Escrow") and Frederic W. Knaak (hereinafter, "Knaak") regarding the sale and transfer of all of Knaak's ownership in Ancona Title Services, Corp. ("Ancona Title") to Ancona Escrow.

**RECITATION:** Knaak is the sole owner of the shares of a Minnesota Corporation known as "Ancona Title Services, Corp." Christopher H. Brown (Brown), sole owner of the shares of a Minnesota Corporation known as "Ancona Escrow, Inc.", is a former shareholder of Ancona. Knaak and Brown together did business as "Ancona Title and Escrow" providing closing services and title insurance to clients. Brown established a company known as "Ancona Escrow" and provided closing and escrow services. Knaak owns no shares of "Ancona Escrow." Knaak, under "Ancona", provided underwriting services in the same enterprise. Together, Brown and Knaak established "Ancona West", which is a separate corporation and licensed Title Agent of The Talon Group. Brown has labored extensively to establish a strong market and client base for Ancona and has, through his efforts, established substantial goodwill toward that business name.

Knaak and Brown agree that Knaak will sell to Ancona Escrow all of his ownership and interest in that business known as "Ancona Title Services, Corp.", in exchange for the mutual promises and consideration stated herein:

1. Knaak will transfer all shares, books, title files and assets of Ancona Title to Ancona Escrow upon tender by Ancona Escrow to Knaak of a Promissory note in the amount of \$90,000.00 (ninety thousand and no/00 dollars), payable in six monthly installments beginning on August 1, 2005. Knaak acknowledges that the first such payment has been received.
2. In addition to the tender of shares, Knaak shall provide to Ancona Escrow all title and closing files in his possession which shall remain the exclusive property and possession of Ancona.
3. Knaak will hold Ancona Escrow harmless for any and all liability as may have been or be incurred for any files so transferred, except those files not identified in Attachment A (which is incorporated into this agreement by reference). Ancona Escrow agrees to hold Knaak harmless from any and all liability as may have been incurred with respect those files not identified in Attachment A.
4. Ancona West shall cease to operate under the name "Ancona Title Services, Corp.", or "Ancona Title and Escrow". The parties may continue to operate under either of those



names jointly in other jurisdiction if they mutually agree to any such arrangement in writing.

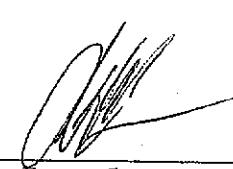
5. Brown / Ancona Escrow waive any right to ownership of any shares or assets of Ancona West Corporation.
6. Knaak waives any right to ownership of any shares or assets of Ancona Escrow and Ancona Title.
7. Knaak and Brown / Ancona Escrow shall continue to provide each other such assistance as may be necessary to smoothly effect the transition of management and ownership of Ancona Title Services, Corp. to Ancona Escrow. This assistance will include, but not be limited to, any information and documents as may be necessary for the defense of or response to any title claim or issue on files for which Brown or Knaak may be legally responsible after execution of this agreement.

Signed:



Frederic W. Knaak

Date: August 19, 2006



Ancona Escrow, Inc.  
By: Christopher H. Brown  
It's: President

Date: August 19, 2006